

*The League of  
Resident Theatres  
and the  
Stage Directors and  
Choreographers Society, Inc.*

*COLLECTIVE BARGAINING AGREEMENT*

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*April 15, 2017–April 14, 2022*



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**THIS AGREEMENT**, made and entered into as of April 15, 2017, by and between the **LEAGUE OF RESIDENT THEATRES**, herein called "LORT," c/o Harry H. Weintraub, Esq., Glick and Weintraub, P.C., 1501 Broadway, Suite 1801, New York, NY 10036, and the **STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC.**, herein called "SDC," having its principal office at 321 West 44<sup>th</sup> Street, Suite 804, New York, NY 10036.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

## **I. PARTIES**

- A. LORT is an incorporated association comprising a membership of non-profit resident Theatres, separately and independently operating in various communities throughout the United States.
- B. SDC is a labor union comprising persons active in the profession of directing and/or choreographing theatrical productions, authorized by its certificate of incorporation and applicable statutes to engage in collective bargaining.

## **II. RECOGNITION**

The parties hereto mutually acknowledge that each is authorized and each hereby recognizes the other as the collective bargaining representative of its respective members for the purpose of negotiating terms and conditions of employment of Directors and/or Choreographers who are employed as Directors and/or Choreographers by members of LORT.

### III. STAGE CATEGORIES

- A. The designation of "A+", "A", "B+", "B", "C" and "D" category stages under this Agreement shall be, except as hereinafter set forth, identical with the designations as specified in the Agreement and Rules Governing Employment in Resident Theatres between Actors' Equity Association, herein called "AEA", and LORT. If LORT and AEA negotiate a new stage category, SDC shall have the right, during the term of this Agreement, to negotiate a minimum fee and rehearsal period for the new category. The newly negotiated minimum fee and rehearsal period shall go into effect retroactively one (1) year after the effective date agreed to by LORT and AEA for the new stage category. Should LORT and SDC not be able to reach agreement on a minimum fee and rehearsal period for the new category within thirty (30) days of the commencement of negotiations, the issue shall be settled by binding arbitration.
- B. The "C" category stages shall, under this Agreement, be subdivided by seating capacity as follows:
- "C-1" ---- 450 seats or over
  - "C-2" ---- under 450 seats
- C. Each LORT Theatre covered by this Agreement and its stage's category is as specified in "Schedule C" annexed hereto, but may be adjusted to a lower category for a special activity as approved by AEA with the consent of SDC, which shall not be unreasonably withheld, or by SDC. Applications for reduction in category for an entire season may be made, and SDC may not unreasonably withhold approval.
- D. For the purpose of this Agreement, an A+ category stage shall be any stage where an A+ Theatre is producing a production which is Tony-eligible. Provisions dealing with certain extended runs, tours and transfers of productions by A+ Theatres at an A+ category stage are set forth in the A+ Theatre Rider

(annexed hereto), whose terms supersede any other terms appearing to the contrary in this Agreement.

#### IV. COVERAGE

A. This Agreement is entered into by the parties hereto only with respect to, and is applicable only to, productions hereinafter referred to as "covered productions." A "covered production" is one which is rehearsed for more than two (2) weeks or actually running for at least sixteen (16) performances, but excludes workshop productions, children's theatre productions, student audience productions, experimental productions, readings and benefits. In the case of "D" Theatres, only two (2) mainstage productions per season shall be deemed covered productions; in the case of "C-2" Theatres, all mainstage productions shall be deemed covered except for one (1); and in the case of "C-1", "C-2" and "D" second stages, only the number of productions indicated below shall be deemed covered productions:

<u>Second Stage</u>	<u>Operated By</u>	<u>Covered Productions Per Season</u>
"C-1" or higher	"B" or higher Mainstage	All
"C-1" or higher	"C-1" Mainstage	3
"C-1" or higher	"C-2" or "D" Mainstage	0
"C-2"	"B+" or higher Mainstage	All
"C-2"	"B" Mainstage	All except one (1)
"C-2"	"C-1", "C-2", or "D" Mainstage	0
"D"	"B+" or higher Mainstage	4
"D"	"B" Mainstage	3
"D"	"C-1", "C-2", or "D" Mainstage	0

B. LORT Open Contract:

1. In the event that a Theatre hires a member of SDC for short-term choreography under Article IV(D)(2) below, the Theatre shall employ such Choreographer on a LORT Open Contract, herein "LOC", annexed hereto as "Schedule G". In the event that a Theatre hires a member of SDC for other uses excluded or not comprehended by Article IV(A) above (e.g., children's theatre productions, conservatory productions), the Theatre may, in its sole discretion, employ such Director and/or Choreographer on an LOC. The LOC shall provide as follows:
  - a. The salary/fee shall be negotiable between the Theatre and Director and/or Choreographer (and inserted into the LOC upon agreement between the Theatre and Director and/or Choreographer), irrespective of any minimum rates set forth in the Minimum Fee Schedules, annexed hereto as "Schedule A."
  - b. The Theatre shall pay to the SDC/League Pension Fund 8% of such compensation as negotiated above and the Theatre shall contribute to the SDC/League Health Fund an amount equal to the LOC Health rate per Article X(D) for each Director and/or Choreographer employed on an LOC.
2. The LOC will not be accepted for uncovered Main and Second Stage productions.

C. Developmental Work:

1. Effective April 15, 2013, in the case of any workshop productions, experimental productions, readings or other developmental work for which the Theatre engages an SDC member for fourteen (14) days or fewer, the Theatre shall pay to the SDC/League Pension and Health Funds a total of \$25 for each day of engagement. Such payment shall be



made only for days when the SDC member is working with an Actor engaged pursuant to the LORT-Equity Stage Reading Guidelines, Casual Employment Rider, Experimental Theatre Contract, or any other LORT-Equity developmental work contract. For clarity, it is not intended that any payment shall be made when the SDC member only attends or observes developmental work. SDC shall determine annually what portion of the \$25 is payable to each Fund. The Theatre shall report such contributions to SDC on the report annexed hereto as Schedule "I." Effective April 15, 2019, the rate shall increase to \$30 for each day of engagement.

The term of this provision, Article IV(C)(1), shall survive the expiration of this Agreement and shall remain in effect for ten (10) years and shall not be subject to negotiation prior to the end of such period.

2. In the case of any workshop productions, experimental productions, or readings for which an SDC member is employed for more than fourteen (14) days, the Theatre shall employ such Director and/or Choreographer pursuant to an SDC/LORT Form for Workshops, Experimental Productions, and Readings ("Workshop Form"), annexed hereto as "Schedule H," providing for the following: (i) the Theatre will compensate such Director and/or Choreographer \$750 per week, commencing on the first day of such employment; and (ii) the Theatre shall pay to the SDC/League Pension Fund 8% of such compensation; and to the SDC/League Health Fund, 50% of the LOC rate (see Article X[E]).

D. Short-Term Employment of Choreographers for Non-Musical Productions:

1. Choreographers who are not SDC members and are employed for ten (10) or fewer consecutive or non-consecutive days shall not be covered by this Agreement when creating choreography for otherwise covered non-musical productions.

2. Choreographers who are SDC members and are employed for ten (10) or fewer consecutive or non-consecutive days shall be covered by this Agreement on an LOC when creating choreography for otherwise covered non-musical productions. The Theatre shall pay to the SDC/League Pension Fund 8% of the negotiated compensation, and to the SDC/League Health Fund 50% of the LOC Health rate.
3. Choreographers employed for eleven (11) to twenty (20) consecutive or non-consecutive days on a covered non-musical production shall be employed pursuant to an SDC/LORT Contract and receive compensation based on the minimum daily rate for a Choreographer at the stage's category, prorated according to Schedule B (II). The Theatre shall pay to the SDC/League Pension Fund the appropriate pension payment for the stage's category and to the SDC/League Health Fund 50% of the health payment for the stage's category.
4. When employed on a covered non-musical production for more than twenty (20) days, the Choreographer shall receive compensation at the applicable minimum fee for the stage, set forth in "Schedule A."

E. Short-Term Employment of Choreographers for Musical Productions:

1. Choreographers employed for one (1) to six (6) consecutive or non-consecutive days on a covered musical production shall be employed pursuant to an SDC/LORT Contract and receive compensation of 25% of the stage's minimum fee. The Theatre shall pay 8% of such compensation to the SDC/League Pension Fund and 50% of the stage's health fund contribution, as specified in Article X, Section D, to the SDC/League Health fund.
2. Choreographers employed for seven (7) to sixteen (16) consecutive or non-consecutive days on a covered musical production shall be employed pursuant to an SDC/LORT Contract and receive compensation of 50% of

the stage's minimum fee. The Theatre shall pay 8% of such compensation to the SDC/League Pension Fund and 100% of the stage's health fund contributions, as specified in Article X, Section D, to the SDC/League Health fund.

3. When a Choreographer is employed on a covered musical production for more than sixteen (16) days or for more than 50% of the rehearsal period, the Choreographer shall receive compensation at the applicable minimum fee for the stage, set forth in Schedule "A."

F. Fight Choreography:

1. In the event that a Theatre hires a member of SDC to choreograph fights and/or other forms of stage violence, the Theatre shall employ such Fight Choreographer on an SDC-LORT Fight Choreographer Form, herein "the FC Form," annexed hereto as "Schedule J." The Form shall provide as follows:
  - a. The salary/fee shall be negotiable between the Theatre and Fight Choreographer (and inserted into the FC Form upon agreement between the Theatre and Fight Choreographer), irrespective of any minimum rates set forth in the Minimum Fee Schedules, annexed hereto as "Schedule A."
  - b. The Theatre shall pay to the SDC/League Pension Fund 8% of such compensation as negotiated above, and the Theatre shall pay to the SDC/League Health Fund 8% of such compensation as negotiated above.
  - c. If a Director and/or Choreographer contracted for a specific production choreographs fights and/or other forms of stage violence for that same production, the Theatre shall not be required to file the FC Form or make additional salary/fee,

pension, or health payments.

For clarity, this provision is only applicable when the Theatre engages a member of SDC for Fight Choreography, and Article V (Membership Fees and Union Security) shall not apply. The term of this provision, Article IV(F), shall survive the expiration of this Agreement and shall remain in effect for ten (10) years and shall not be subject to negotiation prior to the end of such period.

G. Rotating Repertory:

A Theatre with productions playing in rotating repertory may pay Directors and/or Choreographers the minimum fee for the Theatre's category, plus seventy-five (75%) percent of the weekly rate for any additional week or part thereof.

## V. MEMBERSHIP FEES AND UNION SECURITY

A. LORT agrees that as a condition of employment any Director or Choreographer shall, subject to applicable statutory provisions, be required to join SDC upon their employment for a second covered production, as defined in Article IV(A) above, except as hereinafter provided:

1. A Director and/or Choreographer employed first for an, "A", "B+", "B", or "C-1" stage covered production and employed next for a "C-2" or "D" stage covered production shall be required to become a member of SDC upon their third Contract for employment for a covered production. A Director and/or Choreographer employed first for a "C-2" or "D" stage covered production shall be required to become a member of SDC upon their second Contract for employment for a covered production if such second employment is for an "A", "B+", "B", or "C-1" stage or upon their third Contract for employment for a covered production if their second covered employment is for a "C-2" or "D" stage.

2. A Choreographer employed under Article IV(D)(3) & (4) or IV(E)(1), if not otherwise required to become a member of SDC sooner, shall be required to become a member upon their fourth Contract for employment pursuant to either of the above provisions for a covered production.
  3. If a Director or Choreographer is required to become a member of SDC, pursuant to this Article V, they must do so prior to the commencement of rehearsals for the covered production for which union membership is mandated.
  4. A Director and/or Choreographer employed on an "A+" production shall be required to become a member of SDC upon their first contract for employment.
- B. Directors and Choreographers, as a condition of employment, shall, if members of SDC, be members in good standing when hired and remain members in good standing during the term of their employment. In the event that a Theatre enters into an SDC/LORT Form Contract with a Director and/or Choreographer who is not a member in good standing of SDC because they are in arrears in the payment of dues or assessments, upon written notice by SDC of the amount of such arrearage and upon the request of SDC (with notice to the member), the Theatre shall deduct from any compensation payable to the Director and/or Choreographer the amount of such arrearage and forward such amount to SDC along with the assessment due for such production.
- C. Nothing in this Article V shall be construed to require a Theatre to cease employing or refrain from employing any Director and/or Choreographer if the Theatre has reasonable grounds for believing that:
1. Membership in SDC was not available to the Director and/or Choreographer on the same terms and conditions generally applicable to other members, or

2. Membership in SDC was denied or terminated for reasons other than the Director and/or Choreographer's failure to tender the periodic dues and the initiation fee uniformly required by SDC as a condition of acquiring or retaining membership.
- D. SDC agrees to admit to membership on non-discriminatory terms, as specified in Article XXIII(D), any present or future covered Directors and Choreographers employed by LORT's members.
  - E. SDC agrees that any initiation fee, or charge similar thereto, shall be uniformly required for all applicants and members.
  - F. The Theatre shall deduct dues and remit same to SDC, provided the Director and/or Choreographer has executed a lawful dues deduction authorization. Dues shall be remitted to SDC no later than two (2) weeks after the final payment to the Director and/or Choreographer as indicated on the face of the Contract. In the case of recognition or other extraordinary payments to a Director and/or Choreographer, the Theatre shall remit the dues thereon no later than two (2) weeks after the payment was made to the Director and/or Choreographer, or two weeks after the final performance, whichever occurs earlier.
  - G. SDC shall establish such by-laws as will provide for honorable withdrawal and re-entry upon reasonable conditions. In no event will honorable withdrawal be conditioned on the payment by any individual of more than dues arrearages, and in no event will honorable re-entry be conditioned on the payment by any individual of a sum in excess of the initiation fee.

## VI. DRAMA SCHOOLS AND TRAINING PROGRAMS

- A. Notwithstanding any other provisions of this Agreement, students, when employed to direct and/or choreograph a covered production at a Theatre that

operates a Drama School, or that is operated in direct association with a Drama School, shall not be subject to the terms of Article V.

- B. Second stages of Theatres which engage in the regular training of Directors and/or Choreographers shall not be subject to the terms of this Agreement, provided, however, that the LORT-SDC Liaison Committee shall monitor the activities hereunder.

## VII. CONDITIONS OF EMPLOYMENT

Employment by LORT Theatres of Directors and Choreographers for covered productions shall comply with the following provisions:

- A. The applicable provisions of this Agreement and "Schedule A" annexed hereto shall be deemed incorporated into the individual Contracts of employment between the Theatre and the Director and/or Choreographer.
- B. The Theatre employing a Director and/or Choreographer for a covered production shall use the SDC/LORT Form Contract, herein "Contract," annexed hereto as "Schedule D," the SDC/LORT Open Contract, herein "LOC," annexed hereto as "Schedule G," for those productions referred to in Articles IV (B)(1) and (D)(2), the SDC/LORT Workshop Form, annexed hereto as "Schedule H," for those activities referred to in Article IV(C), and the FC Form annexed hereto as "Schedule J" for those activities referred to in Article IV(F).
- C. Any change in the Contract, the LOC, FC Form, or the Workshop Form shall be approved by LORT and SDC. Contracts, LOCs, FC Forms and Workshop Forms must be signed in quintuplicate and:
  - 1. The Director and/or Choreographer will keep one (1) copy of the Contract, LOC, FC Form or Workshop Form and any riders and file one (1) copy and any riders with SDC within five (5) business days after signing;

2. The Theatre will keep one (1) copy of the Contract, LOC, FC Form or Workshop Form and any riders and file one (1) copy and any riders with SDC within five (5) business days after signing or prior to the first rehearsal, whichever first occurs; and
  3. The fifth copy of the Contract, LOC, FC Form or Workshop Form and any riders may be retained by the Director's and/or Choreographer's agent or attorney.
- D. Separate and additional Extended Activity Form Contracts, herein called "Extended Activity Form," annexed hereto as "Schedule E," must be executed and filed with SDC for any post-opening work, revival, extension, tour, transfer and electronic reproduction or transmission, unless such activities are covered in the original Contract. Any changes in the Extended Activity Form shall be approved by LORT and SDC.
- E. If the Contract, LOC, FC Form or Workshop Form is not signed concurrently by the Theatre and the Director and/or Choreographer, the Theatre shall sign first. In such event, the Theatre may void the Contract, LOC, FC Form or Workshop Form by notifying the Director and/or Choreographer, or their designated representative, by certified mail, telegram, or mailgram, that if the Contract, LOC, FC Form or Workshop Form is not signed and returned to the Theatre within a specified period (but not less than 72 hours after receipt of such notice), it is null and void.
- F. A Director and/or Choreographer may not waive or alter any of the minimum employment terms and conditions of this Agreement without the written approval of SDC, except that nothing in this Agreement shall prevent them from negotiating with and obtaining from the Theatre any better employment terms and conditions than herein provided without limitation.
- G. Each Theatre shall provide SDC with a schedule of all covered productions for a twelve (12)-month period, with first rehearsal dates, requiring the services of a



Director and/or Choreographer within ten (10) business days of the commencement of each season. Each Theatre shall inform SDC of any revisions in the schedule as they become known to the Theatre.

- H. The Theatre shall inform the Director and/or Choreographer at the time employment is offered whether commitments have been entered into with the cast, understudies, replacements, and designers and, if known, whether the production will tour and/or transfer.
- I. The Theatre shall inform the Director and/or Choreographer of all pre-production conferences connected with the production, and the Director and/or Choreographer shall, if available, with the mutual agreement of the Artistic Director, be offered the option of attending such conferences, subject to the terms of this Article VII and Article XIV.
- J. With the mutual agreement of the Theatre's Artistic Director, the Director and/or Choreographer shall, if available, have the first option (after the production opens) of conducting "brush-up" or replacement rehearsals, subject to the terms of this Article VII and Article XIV.
- K. For all post-opening work, the Director and/or Choreographer shall receive as compensation for each day worked no less than one-sixth (1/6) of the prorated category minimum weekly fee or the original contractual fee prorated, whichever is greater, with prorated Pension and Health contributions. The "prorated category minimum weekly fee" is calculated by dividing the minimum fee by the minimum number of weeks of rehearsal (see "Schedule B" annexed hereto for example calculation of the "prorated category minimum weekly fee"). Notice of all post-opening work must be filed with SDC on the Extended Activity Form, annexed hereto as "Schedule E."
- L. Directors and Choreographers shall be reimbursed for all out-of-pocket expenses authorized or approved by the Theatre's management in connection with the engagement (e.g., long-distance telephone, copying, meals, local

transportation to and from conferences connected with the production, dance studio rental, etc.). All out-of-pocket expenses related to the production and authorized or approved by the Theatre shall be reimbursed within seven (7) business days of receipt by the Theatre of the Director's and/or Choreographer's written request therefore.

- M. No Director or Choreographer may be dismissed, except where the Director or Choreographer is guilty of breach of Contract, without the full payment of all compensation due them under the Contract, as same accrues.
- N. SDC, at the option of the Director and/or Choreographer, shall receive, investigate, and approve the Theatre's statements reflecting the accuracy of recognition payments.
- O. If the Theatre approves the purchase of research materials (e.g., CD's, video recordings, cassettes, books, periodicals, photographs), such research materials shall become the property of the Theatre upon the official opening of the production.

## VIII. FEES

- A. Effective April 15, 2017, the minimum fees for Directors and Choreographers shall be no less than the amounts applicable to each Theatre and its stage(s) as specified in the annexed "Schedule A." The Theatres' stage(s) shall be in categories as specified in Article III.
- B. One-third (1/3) of the fee is to be paid to the Director and/or Choreographer on signing of the Contract and is non-returnable; one third (1/3) of the fee is to be paid on the first day of rehearsal; and one-third (1/3) is to be paid on the first day of the last week of rehearsal. All payments are subject to the provisions of Article XX in the event that the Director and/or Choreographer elects to be paid a salary in lieu of a fee.

- C. Should a production be postponed, suspended or abandoned, the Director and/or Choreographer shall be entitled to receive their fee as it is due, as specified in this Article.
- D. Notwithstanding Article VIII(A) above, a Theatre may employ two (2) Directors for a production and pay each 80% of the fee due each Director under Schedule "A" and 100% of the Pension and Health contributions due each Director as set forth in Article X, provided the production is conceived for two (2) Directors and neither Co-Director is a staff member of the Theatre.

## **IX. MULTIPLE ASSIGNMENTS**

- A. The Theatre may engage an individual to both direct and choreograph a covered production, provided, however, that an individual engaged to direct and choreograph a musical production shall receive no less than one hundred seventy-five (175%) percent of the Director's minimum fee as specified in the annexed "Schedule A."
- B. An individual employed by the Theatre in another capacity for a covered production may also be required to direct and/or choreograph said production, provided said individual shall receive an amount no less than the minimum Director's and/or Choreographer's fee as specified in the annexed "Schedule A."

## **X. PENSION AND HEALTH**

- A. The Theatre shall contribute 8% of the fee and recognition payments to the SDC/League Pension Fund (the "Pension Fund") on behalf of the Director and Choreographer employed for a covered production or pursuant to an LOC.

- B. The Theatre shall contribute 8% of the fee to the SDC/League Pension Fund on behalf of the Director and/or Choreographer employed pursuant to the SDC/LORT Workshop Form.
- C. In the event that a staff or faculty Director and/or Choreographer is covered by the Theatre’s or Drama School’s Pension plan, the Theatre shall be relieved of its obligation to make contributions to the SDC/League Pension Fund for each such Director and/or Choreographer. In the event that a staff or faculty Director and/or Choreographer is not covered by the Theatre’s or Drama School’s Pension plan, contributions shall be made to the SDC/League Pension Fund for each covered production, as specified in paragraph (A) above. However, if a Director and/or Choreographer is covered by the Theatre’s or Drama School’s Pension plan, but is not vested in such plan at the termination of their employment by the Theatre or Drama School, the Theatre shall contribute to the SDC/League Pension Fund an amount equal to the contributions which would have been due under this Agreement for each covered production the Director and/or Choreographer directed and/or choreographed during their tenure as a staff or faculty Director and/or Choreographer during the term of this Agreement.
- D. The Theatre shall contribute to the SDC/League Health Fund (the “Health Fund”) on behalf of the Director and/or Choreographer employed for a covered production or pursuant to an LOC the following:

Category	4/15/17	4/15/18	4/15/19	4/15/20	4/15/21
A+	\$2465	\$2588	\$2717	\$2853	\$2996
A	\$2154	\$2262	\$2375	\$2494	\$2619
B+	\$1961	\$2059	\$2162	\$2270	\$2384
B	\$1797	\$1887	\$1981	\$2080	\$2184
C-1	\$1273	\$1337	\$1404	\$1474	\$1548
C-2	\$1114	\$1170	\$1229	\$1290	\$1355
D	\$1010	\$1061	\$1114	\$1170	\$1229
LOC	\$867	\$910	\$956	\$1004	\$1054

E. The Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer employed pursuant to an SDC/LORT Workshop Form an amount equal to fifty percent (50%) of the LOC health rate.

F. Media Fee.

Effective April 15, 2018, in consideration for the right of the Theatre to capture and use reproductions under Article XVI, the Theatre shall pay a Media Fee to the SDC-League Pension Fund on behalf of the Director and Choreographer employed for a covered production or pursuant to an LOC. SDC may elect to direct the Media Fee to the SDC/League Health Fund in lieu of the Pension fund. The contribution shall be a percentage of category minimum as follows:

<u>A+</u>	<u>A/B+</u>	<u>B/C-1/C-2</u>	<u>D/LOC</u>
1.5%	1.25%	0.75%	0.50%

G. Extensions:

In the event that a Theatre is making recognition payments for the extension of a production pursuant to Article XI(B), the Theatre shall make Pension and Health contributions as provided at Article XI(B).

H. In the event that a staff or faculty Director and/or Choreographer is covered by the Theatre's or Drama School's Health plan, the Theatre shall be relieved of its obligation to make contributions to the SDC/League Health Fund for each such Director and/or Choreographer. In the event that a staff or faculty Director and/or Choreographer is not covered by the Theatre's or Drama School's Health plan, contributions shall be made to the SDC/League Health Fund for each covered production, as specified in paragraph (D) above.

I. Pension and Health payments shall be due in full no later than two (2) weeks after opening.

## XI. REVIVALS, EXTENSIONS AND TOURS

### A. Revivals:

1. In the event of a revival of the same physical production at the same Theatre in the same season, the original Director and/or Choreographer shall be afforded, in writing, the first option to conduct rehearsals for such revival. The Director and/or Choreographer shall receive as compensation no less than the original contractual fee prorated or the current minimum fee prorated, whichever is greater, for the length of time worked, provided, however, that the Theatre shall guarantee at least one (1) week's work.
2. In the event of a revival of the same physical production at the same Theatre in a season subsequent to the season in which the play was originally produced, the original Director and/or Choreographer shall receive the benefits provided with respect to a revival in the same season, except that in addition thereto, the Director and/or Choreographer shall receive a recognition payment, beginning with the first performance of the revival, of no less than one-eighth (1/8) of twenty-five (25%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance. The "original prorated contractual weekly fee" is calculated by dividing the actual fee by the actual number of weeks of rehearsal. The "stage's prorated category minimum weekly fee" is calculated by dividing the minimum fee by the minimum number of weeks of rehearsal. (See the annexed "Schedule B" for example calculations of "recognition payment," "original prorated contractual weekly fee," and "stage's prorated category minimum weekly fee.") In the event that the revival's rehearsal period is equal to the production's original rehearsal period, the

Director and/or Choreographer shall not receive any recognition payment.

3. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See the annexed "Schedule B" for example calculation of the "prorated category minimum weekly fee.")
4. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, and the rehearsal period of the revival is equal to the minimum number of weeks of employment for the stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment beginning with the first performance of the revival of no less than fifty percent (50%) of the recognition payment, as specified in Article XI (A) (2) above.
5. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, they shall have the option to authorize or prohibit in writing the use of their name in connection with the revival.
6. The Theatre shall contribute to the SDC/League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the revival the percentage appropriate to the stage's category for a covered production as provided at Article X (A).
7. The Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the revival as follows:

- a. If the originating Director and/or Choreographer conducts rehearsals for the revival, the Theatre shall make a full health payment based on the stage's category.
- b. If a replacement Director and/or Choreographer conducts rehearsals for the revival, the Theatre shall make a prorated health payment based on the stage's category (see Schedule B[IV]).

B. Extensions:

1. In the event that the production or tour is extended beyond its originally scheduled number of performances, the Director and/or Choreographer shall receive a recognition payment, beginning with the first performance of the extension, of no less than one-eighth (1/8) of thirty (30%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance. (See annexed "Schedule B" for example calculations of "original prorated contractual weekly fee" and "prorated category minimum weekly fee.") In any event, the "originally scheduled number of performances" shall not exceed the original employment period established by Contract for the production by the Theatre with the Actors' Equity Association members employed for such production. In addition, Theatres shall make contributions to the Pension and Health Funds as follows:



Extensions in	Pension	Health
A+ Post Cap	Weekly rates pursuant to SDC-Broadway League Agreement	Weekly rates pursuant to SDC-Broadway League Agreement
A, B+ and B Stages	8% of recognition payments	Weekly for the first seven weeks of each six months: \$105
C-1, C-2 and D Stages	8% of recognition payments	None
Short-Term Choreography of ten (10) or fewer days	8% of recognition payments	None

2. Pension and health contributions on extended performances shall be due no later than two weeks after the final extended performance.

C. Tours:

1. In the event of a tour of the same physical production, the original Director and/or Choreographer shall be afforded the first option to conduct the rehearsals for such tour. The Theatre will notify the Director and/or Choreographer immediately upon learning that a production will tour.
2. In the event that the same physical production tours, the Director, Choreographer, and/or Director-Choreographer shall receive a recognition payment, beginning with the first performance of the tour, of no less than one-eighth (1/8) of twenty-five (25%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance. (See annexed "Schedule B" for example calculations of "original prorated contractual weekly fee" and "prorated category minimum weekly fee.")
3. Where the Director and/or Choreographer is required by the Theatre to conduct rehearsals for the tour, they shall receive as compensation no

less than the original stage's prorated category minimum fee or the original contractual fee prorated, whichever is greater, prorated for each day worked, provided however, that the Theatre shall guarantee at least one (1) week of compensation. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.") In the event that the tour's rehearsal period is equal to the production's original rehearsal period, the Director and/or Choreographer shall receive a recognition payment beginning with the thirty-fifth (35<sup>th</sup>) performance of no less than fifty percent (50%) of the recognition payment, as specified in Article XI (C) (2) above.

4. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the original stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")
5. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, and the rehearsal period of the tour is equal to the minimum number of weeks employment for the original stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment beginning with the first performance of the tour of no less than fifty percent (50%) of the recognition payment, as specified in Article XI (C) (2) above.
6. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, they shall nevertheless receive billing as specified in Article XVII, unless they prohibit in writing the use of their name in connection with the tour.

7. The Theatre shall contribute to the SDC/League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the tour the percentage appropriate to the stage's category for a covered production as provided at Article X (A).
  8. The Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the tour a prorated payment based on the stage's category (see Schedule B[IV]).
- D. Notice: All notices due under this Article XI shall be in writing. Notice of all revivals, extensions and tours shall be filed with SDC on the Extended Activity Form, annexed hereto as "Schedule E," before services are required, or, in the event services are not required, before the first performance.

## XII. TRANSFERS

- A. In the event of the transfer of the same physical production, and where, with the mutual agreement of the Theatre's Artistic Director, work must be performed on such transfer, the original Director and/or Choreographer shall be afforded the first option to perform such work.
- B. The original Director and/or Choreographer shall be consulted regarding the casting, understudies, cast replacements and stage manager for the transfer.
- C. Transfers Within LORT:
  1. In the event of the transfer of the same physical production from a LORT Theatre to another LORT Theatre, the original Director and/or Choreographer shall be afforded the first option to conduct rehearsals at the transferee Theatre. The Director and/or Choreographer shall receive as compensation from the transferee Theatre, for one (1) to six (6) consecutive or non-consecutive days of rehearsals, no less than fifty (50%) percent of either their original contractual fee or the minimum fee of the

stage of the transferee Theatre, whichever is greater; for seven (7) to twelve (12) consecutive or non-consecutive days of rehearsals, no less than seventy-five (75%) percent of either their original contractual fee or the minimum fee of the stage of the transferee Theatre, whichever is greater. Where the services of the Director and/or Choreographer are required for more than twelve (12) consecutive or non-consecutive days of rehearsals, they shall receive as compensation from the transferee Theatre no less than the minimum fee of the stage of the transferor or transferee Theatre, whichever is greater, but in no event shall said compensation be greater than the minimum fee of the stage of the transferee Theatre. The schedule for the Director and/or Choreographer's employment for a transfer shall be mutually agreed upon between the Director and/or Choreographer and the Theatre, which shall provide prompt written notice to the SDC of any schedule which includes non-consecutive days of employment.

2. In the event of a transfer under paragraph (C)(1) above, where the Director and/or Choreographer declines to conduct rehearsals at the transferee Theatre, or rehearsals are not required, they shall receive from the transferee Theatre a recognition payment of no less than forty (40%) percent of the original contractual fee or forty (40%) percent of the minimum fee of the stage of the transferee Theatre, whichever is greater. Such recognition payment shall be paid to the Director and/or Choreographer by no later than the first performance of the play at the transferee Theatre.
3. In the event of a transfer under paragraph (C)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the transferee

stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")

4. In the event of a transfer under paragraph (C)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, and the rehearsal period of the transfer is equal to the minimum number of weeks of employment for the original stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment of no less than twenty percent (20%) of the original contractual fee or twenty percent (20%) of the minimum fee of the transferee stage, whichever is greater. Such recognition payment shall be paid to the Director and/or Choreographer no later than the first performance of the play at the transferee Theatre.
5. Notice of all transfers under this paragraph (C) shall be filed with SDC on the Extended Activity Form (annexed hereto as "Schedule E") by the LORT Theatre responsible for the payments due the Director and/or Choreographer, before services are required or, in the event services are not required, before the first performance.
6. The transferee Theatre shall contribute to the SDC/League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer the percentage appropriate to the transferee stage's category for a covered production, as provided at Article X (A).
7. The transferee Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer as follows:
  - a. If the originating Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a full health payment based on the transferee stage's category.

- b. If a replacement Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a prorated health payment based on the transferee stage's category (see Schedule B[IV]).

D. Transfers to LORT:

1. In the event of a transfer of the same physical production from a non-LORT producer to a LORT Theatre, the original Director and/or Choreographer shall receive as compensation from the LORT Theatre, for one (1) to six (6) consecutive or non-consecutive days of rehearsals, no less than fifty (50%) percent of the minimum fee of the stage of the LORT Theatre; for seven (7) to twelve (12) consecutive or non-consecutive days of rehearsal, no less than seventy-five (75%) percent of the minimum fee of the stage of the LORT Theatre. Where the services of the Director and/or Choreographer are required for more than twelve (12) consecutive or non-consecutive days of rehearsals, they shall receive as compensation, from the LORT Theatre, no less than the Theatre's stage's minimum fee. The schedule for the Director and/or Choreographer's employment for a transfer shall be mutually agreed upon between the Director and/or Choreographer and the Theatre, which shall provide prompt written notice to the SDC of any schedule which includes non-consecutive days of employment.
2. In the event of a transfer under paragraph (D)(1) above, where the Director and/or Choreographer of the non-LORT production declines to conduct rehearsals at the LORT Theatre, they shall receive a recognition payment from the LORT Theatre of no less than forty (40%) percent of the LORT Theatre's minimum fee.
3. In the event of a transfer under paragraph (D)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such

transfer, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the LORT stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")

4. In the event of a transfer under paragraph (D)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, and the rehearsal period of the transfer is equal to the minimum number of weeks of employment for the LORT stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment of no less than twenty percent (20%) of the minimum fee of the LORT Theatre's Stage. Such recognition payment shall be paid to the Director and/or Choreographer no later than the first performance of the play at the transferee Theatre.
5. Notice of all transfers under this paragraph (D) shall be filed by the LORT Theatre with SDC on the Extended Activity Form, annexed hereto as "Schedule E," before services are required, or in the event services are not required, before the first performance.
6. The transferee Theatre shall contribute to the SDC/League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer the percentage appropriate to the transferee stage's category for a covered production, as provided at Article X (A).
7. The transferee Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer as follows:
  - a. If the originating Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a full health payment based on the transferee stage's category.

- b. If a replacement Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a prorated health payment based on the transferee stage's category (see Schedule B[IV]).

E. Transfers from LORT:

1. Notwithstanding paragraphs (A) and (B) above, in the event that a production transfers from a LORT Theatre to a non-LORT producer, the LORT Theatre shall use its best efforts to obtain for the Director and/or Choreographer the first option to direct and/or choreograph the transferred production. The Theatre shall immediately notify in writing the Director and/or Choreographer and SDC when the Theatre learns that the LORT production will transfer to a non-LORT producer.
2. In the event that a production produced by a LORT Theatre transfers to a non-LORT venue with the stage direction/choreography substantially intact, and the LORT Theatre is a producer, co-producer, or licensor of the non-LORT production, a Contract for the original Director/Choreographer shall be filed with SDC subject to the applicable SDC agreement for such non-LORT venue.
3. The LORT Theatre shall notify any co-producer or licensee that the LORT Theatre is party to an agreement with the Director and/or Choreographer and that the Director and/or Choreographer retains property rights under the SDC/LORT Agreement.

### **XIII. ARTISTIC CONSULTATION**

The Director and/or Choreographer shall be consulted regarding the cast, understudies, replacements, designers, musical director, orchestrator, dance arranger,



assistant director, assistant choreographer and/or dance captain for all covered productions.

#### **XIV. HOUSING AND TRANSPORTATION**

- A. The Theatre shall provide suitable (i.e., clean and safe) housing accommodations (with a kitchen) to the Director and/or Choreographer for each day or part thereof that they are required to be away from home overnight in connection with their duties to be performed hereunder. If a kitchen is not to be provided, the Director and/or Choreographer shall be notified of such in writing before executing a Contract. The Theatre shall make best efforts to provide Wi-Fi internet. The Theatre shall have a reasonable time to cure any failure to provide such access, and in no event shall such failure constitute a material breach of this agreement.
- B. If housing accommodations are more than one-half (1/2) mile from the place of rehearsal and/or the Theatre, the Theatre shall either provide transportation for the Director and/or Choreographer or pay for non-public transportation for any trip requested or required by the Theatre. The Theatre shall also provide or pay for transportation if the Director or Choreographer must travel more than one-half (1/2) mile for food, laundry or other living necessities. All transportation shall be safe and secure. When the Theatre requires the Director and/or Choreographer to rent a vehicle, the Theatre shall pay for or reimburse the Director and/or Choreographer for the cost of the vehicle and liability and collision insurance.
- C. If the Director and/or Choreographer prefers housing other than that offered by the Theatre, the Theatre shall have no further responsibility for either housing or local transportation, unless otherwise agreed.

- D. If the Director and/or Choreographer lives outside of a fifty (50)-mile radius of the Theatre and elects to commute to the Theatre, the Theatre shall reimburse the Director and/or Choreographer for all receipted commutation expenses up to an amount equal to the actual savings to the Theatre occasioned by relief from the obligation to provide housing, as specified in paragraph (A) above.
- E. The Theatre shall provide one round-trip to and from the Theatre by economy or jet excursion air transportation for distances in excess of 250 miles and rail coach transportation for distances of 250 miles or less, if available, and, if not, bus transportation. If the Director and/or Choreographer elects to use their own motor transportation, they shall be reimbursed for their expenses up to but not to exceed the cost of transportation as specified in this paragraph.
- F. The Theatre shall reimburse the Director and/or Choreographer for transportation costs to and from both their home and the Theatre and the airport, terminal or depot, whichever is applicable, by the least expensive reasonable means of transportation. The Theatre shall provide transportation on the same basis for any trip requested or required by the Theatre.
- G. The Theatre shall pay for the transportation of the Director's and/or Choreographer's baggage and/or effects for personal use while employed at the Theatre in accordance with the following terms: (i) at the start of the engagement: up to 400 pounds for each Director and/or Choreographer; (ii) at the end of the engagement: not more than an additional 100 pounds over the weight at the start of the engagement. The method of shipment shall be determined by the Theatre and specified in the contract. The Director and/or Choreographer shall be reimbursed for baggage fees based on up to two bags, exclusive of additional charges for oversize or overweight baggage.

## **XV. PROPERTY RIGHTS**

- A. All rights in and to the direction and/or choreography conceived by the Director and/or Choreographer in the course of the rendition of their services hereunder shall be, upon its creation, and will remain the sole and exclusive property of the Director and/or Choreographer; it being understood, however, that the Theatre and its licensee(s) shall have a perpetual and irrevocable license to use such direction and/or choreography in any stage production of the play for which the Director and/or Choreographer receives a recognition payment under an applicable SDC minimum basic agreement. Any additional use or license of the direction and/or choreography by the Theatre shall be subject to further agreement between the Theatre and the Director and/or Choreographer.
- B. The Theatre shall not authorize the publication in any form of the Director's and/or Choreographer's stage directions and/or choreography without the Director's and/or Choreographer's prior written consent. The Director and/or Choreographer reserves the right to copyright such stage direction and/or choreography.
- C. The Theatre shall provide, free of charge, the Director and/or Choreographer with a copy of the production script and a videotape of the production, if one is made, at the completion of the run of the play, the latter subject to the approval of AEA.

## **XVI. MEDIA AND ELECTRONIC RIGHTS**

- A. In the event that a Theatre's covered production of a play is, in whole or in part, electronically reproduced or transmitted substantially as presented in the stage production, the Theatre shall pay, or cause to be paid, to the Director and/or Choreographer of the stage production a recognition payment of no less than the original contractual fee. The forgoing notwithstanding, in the event that an

uncovered mainstage production of a "D" Theatre is electronically reproduced or transmitted substantially as presented in the stage production, the Theatre shall pay, or cause to be paid, to the Director and/or Choreographer of the stage production a recognition payment of no less than one-half (1/2) their contractual fee.

1. Notice of all electronic reproductions or transmissions and recognition payments paid as required in this Article XVI, if any, shall be filed with SDC on the Extended Activity Form, annexed hereto as "Schedule E."
2. The Director and/or Choreographer of the electronically reproduced or transmitted stage production shall receive billing as follows, unless otherwise agreed:

"This production was originally directed and/or choreographed for the stage by: \_\_\_\_\_."

B. Except as expressly provided herein, no LORT Theatre, subsequent producer or any other third party shall broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of a LORT Theatre production.

1. Where a LORT Theatre makes or causes to be made a visual and/or aural record of a production, in whole or in part, edited or unedited on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, and where any part of the direction or choreography may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred to hereinafter as the "Capture" or "Reproduction" of the production, and the visual and/or aural record itself, any part thereof or copy thereof, whether edited or unedited, shall be hereinafter referred to as the "captured material" or "Reproduction".

2. Captured Material may not be used to discipline Directors and/or Choreographers.

C. Broadcast: Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts, or any of the artists connected with the production on international, national, state, and local news, arts, and arts award broadcasts; broadcast reviews of the production; talk and entertainment programs; community affairs programs; community service programs; media projects for people with disabilities; T.V. spots; commercials; educational programs; or programs about the production. All of the foregoing shall include, but not be limited to, programs on radio, network and cable television, and the Internet. Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. The Theatre may also capture interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, "Additional Footage"), which must be voluntary. The Director's or Choreographer's image shall not be used for any type of broadcast or non-broadcast release without the written permission of the Director or Choreographer.

1. During a Rehearsal:

- a. For the purposes of this provision, starting with the first day of rehearsal through the official opening, or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to six consecutive or non-consecutive hours per week.
- b. The date, time, and content of material to be captured shall be subject to consultation with the Director and/or Choreographer.

- c. The Theatre shall endeavor to arrange the capture process so that it shall not prevent the Director and/or Choreographer from providing the services for which they have been engaged by the Theatre.
- d. The Theatre shall make every reasonable effort to give the Director and/or Choreographer 48 hours' notice and give notice if the time of capture changes.

2. At a Performance:

- a. An entire performance may be captured but only by the Theatre or a third party directly engaged by the Theatre. In the event the Capture is unusable or there is a cast change, another Capture of an entire performance may be made.
- b. If possible, the Director and/or Choreographer must be given 24 hours' notice of the capture of an entire performance or any part thereof.
- c. No change to the staging or choreography shall be made without the approval of the Director and/or Choreographer.

3. Additional Footage:

- a. The Theatre's intent is to show the Director and/or Choreographer and/or their work in the best possible light.
- b. The Theatre will consult with the Director and/or Choreographer prior to capture of additional footage if such capture affects rehearsal.
- c. There is no time limit on the capture or use of Additional Footage.

4. Provisions Applicable to Performance and Rehearsal:

- a. No more than fifteen (15) minutes of edited performance and/or rehearsal per production captured by the Theatre or a third party directly engaged by the Theatre shall be used. The edited footage/material may depict an entire scene or musical number.
- b. A news organization or media company may only capture up to thirty (30) minutes of rehearsal and up to thirty (30) minutes of performance per production. No more than three (3) minutes of edited performance or rehearsal footage that is captured by news organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.
- c. For any violation hereof, other than violations of unauthorized subsequent use of the film or tape, the Theatre shall pay an amount equal to seven (7) times the daily rate that is applicable for the LORT Theatre's Stage Category, to each Director and/or Choreographer whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Director and/or Choreographer or SDC has against the Theatre or any third party.

D. Non-Broadcast. Captured material for non-broadcast promotion; publicity; marketing; public relations; fundraising; audience development; education; transfers to other not-for-profit theatres; prize, award, and festival applications; and/or civic, state, and national promotion.

Directors and/or Choreographers engaged on a production under the terms of this Agreement may participate, and their staging and choreography may be

used, in the capture of material for use by the Theatre for the aforementioned purposes under the following terms and conditions:

1. All capture of performance and rehearsal must occur in accordance with the provisions of Article XVI(C).
2. The Theatre shall receive no compensation for the exhibition of any material captured under the terms of this provision.
3. The Theatre will provide SDC and the Director and/or Choreographer with the opportunity to view the completed Reproduction.
4. The edited Reproduction under the terms of this provision may constitute up to 25% of the captured material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited Reproduction may depict an entire scene or musical number. The Director and/or Choreographer has the right to consult with the Theatre on content of material.
5. There is no time limit on the use of Additional Footage.
6. In the event the Theatre wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Reproduction of the production for this sole purpose(s) and shall notify SDC at the time of submission. In the event the captured material is unusable, another capture of an entire performance may be made. Any such Reproduction made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following:  
THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, or FESTIVAL APPLICATION PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule



must also include the Stage Directors and Choreographers Society logo and identify that the Directors and/or Choreographers of the production are represented by SDC.

7. The Theatre may retain and use Reproductions made under this provision for as long as the Theatre operates under the LORT Agreement, after which the Reproductions shall be destroyed, and the Theatre shall so inform or cause the SDC to be so informed.
  8. The Theatre will maintain control and ownership of all material reproduced by the Theatre and will ensure that it is used for no commercial purposes whatsoever.
- E. Production Work and Transfers. Capture to facilitate production work and transfers to not-for-profit Theatres.
1. Capture:
    - a. For the purposes of production work and the facilitation of transfers to other not-for-profit Theatres only, there shall be no time limit on the capture of rehearsal or performance.
    - b. It is intended that in permitting such capture, it shall be unobtrusive and neither the Director and/or Choreographer nor the audience shall be disturbed in any manner.
    - c. If possible, the Director and/or Choreographer must be given 24 hours' notice of the capture of an entire performance or any part thereof.
  2. Use:
    - a. The captured material may be used by the Director, Choreographer, playwright, orchestrator, dance arranger, original Designers of the production, Stage Manager, Dance

Captain, Fight Captain, Stunt Coordinator, and/or the not-for-profit transferee Theatre's production staff.

- b. After the stated purpose has been accomplished, the captured material must be destroyed.

F. Web Sites and Other Platforms. Up to a total of 15 minutes of edited rehearsal and/or performance footage per production (which may depict an entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:

1. On websites of the Theatre; transferee not-for-profit Theatres; not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar websites (such as Playbill.com); third-party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit service and arts promotion organizations (e.g., SDC, Theatre Communications Group, Americans for the Arts);
2. On websites of sponsors and/or supporters of the Theatre, provided:
  - a. The Director's and/or Choreographer's image is used solely to acknowledge the sponsorship or support and is not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;
  - b. At the time of contracting, the Theatre solicits from the Director and/or Choreographer, any current or potential professional conflicts which may limit the use of the Director's and/or Choreographer's image on the sponsor or supporter's web site, and the Theatre, based upon the Director's and/or Choreographer's written notification, does not use the

Director's and/or Choreographer's image in any way that may pose conflicts;

- c. The footage is not used for more than two years from the date of the first paid public performance. The Director and/or Choreographer may negotiate a lesser time period; and
  - d. The Theatre shall indemnify the Director and/or Choreographer against any breach of a Director and/or Choreographer exclusivity clause when such breach is a result of a use not authorized by this provision.
3. Promotional and publicity recordings may be delivered through the following platforms, including, but not limited to: mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. Theatres may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.
  4. For all usage authorized hereunder, the Theatre's ticket sale information may be presented on the same "page" as the Reproduction.
  5. The above time restrictions apply per distribution point, not per delivery platform. Thus, a permitted Reproduction may be used on a number of different web sites, not just one Reproduction for the entire web.
  6. Reproductions may be changed on an individual distribution point (e.g., a single web site) as often as the Theatre wishes, provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.
  7. In no event may the theatre serialize the production on one or multiple distribution points and/or delivery platforms.

8. Use of captured material for any purpose other than specified above is strictly prohibited. For any violation under this provision, the Director and/or Choreographer shall be paid an amount equal to seven (7) times the daily rate that is applicable for the LORT Theatre's Stage Category.

G. Captured Material For Use By Visual/Audio Interpreters.

1. The Theatre may make an audio and/or video Reproduction for the sole purpose of assisting interpreters for the deaf or hearing or visually impaired (hereafter referred to as "Interpreters"). Under no circumstances may any such Reproduction, in whole or in part, be used for any commercial or non-commercial purpose, except as expressly provided herein, without the written consent of SDC and pursuant to terms established by SDC.
2. No copies of the Reproduction shall be permitted. The Reproduction will be adequately secured by the Stage Manager or the Interpreter to ensure its integrity. Under no circumstances may anyone other than the Interpreter listen to or view the Reproduction.
3. After the stated purpose has been accomplished, The Reproduction will be surrendered to Actors' Equity Association, accompanied by written certification signed by the Theatre, the Stage Manager, and the Interpreter that no copies of the reproduction exist, and the Theatre shall so inform or cause SDC to be so informed.

H. Archival Recording. For archival purposes of the Theatre, or other official library theatrical archive, the Theatre shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled "for archival use only." The Theatre shall notify in advance, in writing, the Director and/or Choreographer and SDC prior to any such filming or taping.

I. Other Uses of Captured Material.

1. In the case of a transfer of a production from another not-for-profit Theatre, where the transferee Theatre has engaged the Director and/or Choreographer of the transferor Theatre's productions, the transferee may use the transferor's captured material without additional payment. If a Theatre uses captured material from a prior production or a production produced by a different Theatre, the original production will be so identified (e.g., "footage from the original Goodman Theatre production 2009"). The Theatre may utilize captured material from another production to promote and publicize a separately produced production for which the original Director and/or Choreographer has not been engaged, only with additional payments to the Director and/or Choreographer of the original production, as negotiated by SDC.
2. The Theatre may furnish captured material to a commercial producer for promotional and publicity purposes only, provided the commercial producer makes additional payment to the Director and/or Choreographer of the production as negotiated by the commercial producer with SDC.
3. Except in the case of a transfer of the production to another not-for-profit Theatre which includes the work of the Director and/or Choreographer of the original production, the Theatre may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, only with additional payments to the Director and/or Choreographer of the original production as negotiated by SDC.
4. SDC may obtain and use footage from any production (including closed productions), for the purposes of promoting and branding SDC, provided SDC credits both the Theatre and the production.

5. The Theatre may furnish captured material of a production to another not-for-profit theatre or commercial producer for the purposes of encouraging or facilitating tours, transfers, future productions of the play, or future developmental work on the play. Such material shall be housed on a mutually agreed platform that is password protected. The Theatre shall notify SDC when such captured material has been furnished.
6. The Theatre may make a capture of an entire production available on a password-protected or otherwise restricted platform for use during in-class instruction at a K-12 educational institution and all institutions of higher learning, but only as part of a curriculum developed by the Theatre and/or the educational institution and provided the Theatre is not compensated outside of an academic fee. The Theatre will inform SDC when sharing a capture under this rule, including the amount of the academic fee.
7. The Theatre shall have the right to simulcast live a regularly scheduled performance to a place of public assembly (i.e., community center, VFW hall, school auditorium, city park, military base, prison) for the purpose of community outreach/audience development. The Theatre will submit to SDC a usage form that reports the production, the date, the location, the number of attendees, and ticket revenue, if any. Any such ticket revenue will be included in the Theatre's Certified Weekly Box Office Receipts. This provision is not intended to authorize any pay television broadcast, making of cassettes, or other audio/visual recordings for public sale or distribution.
8. The Theatre shall have the right to set up closed circuit viewing of a regular scheduled performance within the Theatre. The Theatre will submit to SDC a usage form that reports the production, the date, the location, the number of attendees, and ticket revenue, if any. Any ticket

revenue will be included in the Theatre's Certified Weekly Box Office Receipts. This provision is not intended to authorize pay television broadcast, making of cassettes, or other audio/visual recordings for public sale, or distribution.

- J. LORT and SDC share a strong mutual interest in preventing any unauthorized stage reproduction of the direction and choreography or any unlawful use of captured materials, and that LORT Theatres, SDC, and its Members have taken and will continue to take appropriate action to advance that interest.

## **XVII. BILLING**

- A. With respect to each covered production directed by a Director, the Director shall receive billing in all programs and houseboards. Such credit shall appear on a separate line and in an agreed size, type, and position on which no other credit shall appear.
- B. With respect to each covered production choreographed by a Choreographer, the Choreographer shall receive billing in all programs and houseboards. Such credit shall appear on a separate line and in an agreed size, type, and position on which no other credit shall appear. This paragraph (B) shall not apply to a Short-Term Choreographer.
- C. If a Director and/or Choreographer who has been dismissed so requests of the Theatre in writing, their name shall be removed from all forms of billing as soon as possible.
- D. The Director and/or Choreographer shall receive billing on the Theatre's website show page. Inadvertent omission of any of the requirements herein shall be rectified upon notification, but, in any event, shall not be considered a material breach of this Agreement.

## **XVIII. BIOGRAPHICAL NOTES**

The Theatre shall include biographical notes on the Director and/or Choreographer in its program. The Director and/or Choreographer shall submit to the Theatre all biographical material and photographs for programs at the time of the execution of the Contract. The final biographical notes shall be submitted to the Director and/or Choreographer for approval, which approval shall be given within two (2) rehearsal days of its receipt by the Director and/or Choreographer.

## **XIX. NOTICE OF SDC MEMBERSHIP**

The following notice, or other acceptable written recognition, shall appear in all programs: "The Director and/or Choreographer is a member of the Society of Stage Directors and Choreographers, Inc., an independent national labor union." Such notice will appear with the SDC logo, photo-ready copy to be supplied by SDC, annexed hereto as "Schedule F."

## **XX. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE**

- A. Directors and Choreographers engaged by LORT members for a covered production may, at their option, receive their compensation as salary rather than a fee subject to the provisions of law. If a Director or Choreographer does so elect, then it is understood and agreed that the Director or Choreographer is entitled to the benefit of all Federal and State enactments constituting what is commonly known and designated as Social Security Acts or Laws, including Old Age and Unemployment Insurance, and that the Theatre during the term of this Agreement shall pay any and all taxes or payments required to be paid by employers under the provisions of said law(s). In the event the services of the Director or Choreographer are not subject to the compulsory provisions of the Unemployment Compensation (Insurance) Law of the State of the employing



Theatre's residence, then the Theatre hereby agrees that it will elect, if permitted by law, to cover the Director or Choreographer of a covered production and pay contributions on earnings under the elective provisions, at the Theatre's option, of one of the following: the Unemployment Insurance Law of (a) the Theatre's State of residence; (b) the State of residence of the Director or Choreographer; (c) the State where the Contract of employment was entered into; or (d) the State of New York.

- B. The Theatre agrees to execute and file the necessary forms required by the State Unemployment Compensation (Insurance) Law under which it has elected to cover the Director and Choreographer and shall notify the Director and Choreographer of its election.
- C. The Theatre agrees to furnish its unemployment registration number to the Director or Choreographer and SDC as soon as such number is assigned to it.
- D. It is expressly agreed that non-profit organizations regardless of their tax-exempt status shall secure and select Unemployment Insurance coverage pursuant to this provision, or become liable for any benefits lost by the Director or Choreographer as a result of their failure to obtain or maintain coverage.
- E. To the extent that Directors and Choreographers are not already covered by any general liability insurance policy maintained by the Theatre, the Theatre shall add them as an additional insured on their general liability policy. This article will not be applicable if Theatre's insurance premium would increase as a result of adding the Director and Choreographer to the policy.

## **XXI. SECURITY**

Should any Theatre default in payments to or on behalf of a Director or Choreographer, SDC shall give prompt notice thereof to the Theatre and LORT Counsel. Should the default not be cured within thirty (30) days of receipt of such

notice, the Theatre shall be required to post bond for subsequent covered productions, equivalent to one hundred ten (110%) percent of the minimum Director's fee for the stage's category, plus appropriate pension and health for a Director for the stage's category. If the default is cured and no further default occurs for twelve (12) months following the posting of bond, the Theatre may apply to SDC to lift the bond requirement, which application shall not be unreasonably denied.

## **XXII. MANAGEMENT'S RIGHTS**

The parties agree that they have fully negotiated all the issues between them and that, except as provided herein, the Theatre retains all of its prerogatives to manage, control and direct its Theatre and all of its productions without any interference by SDC. SDC agrees and undertakes, during the term of this Agreement, to refrain from in any way seeking to add any further provisions hereto or make any demands for any terms or conditions relating to Directors and/or Choreographers who may be employed by LORT Theatres other than as herein set forth.

## **XXIII. NO DISCRIMINATION**

- A. The Theatre shall not discriminate against any Director or Choreographer in employment because of race, color, sex, gender, gender identity and/or expression, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation or union activity.
- B. The Director or Choreographer shall not discriminate in casting against any person because of race, color, sex, gender, gender identity and/or expression, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation or union activity.
- C. LORT affirms that categories of race, color, sex, gender, gender identity and/or expression, age, disability, national origin, citizenship status, religion, creed,

marital status, sexual orientation and union activity shall not be used to limit the range of work open to the Directors and Choreographers engaged by LORT Theatres.

- D. SDC shall not discriminate against any member or applicant for membership because of race, color, sex, gender, gender identity and/or expression, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation or union activity.
- E. LORT and SDC reaffirm their commitment to encourage and expand employment of ethnic minority, female, and disabled Directors and Choreographers for all productions and promote the casting of actors and the hiring of Directors and Choreographers in ways which challenge stereotypes and expectations.
- F. The Theatre will maintain for each season records of Directors and/or Choreographers whom it has hired, including those who are ethnic minorities, females, or artists with disabilities and will report annually such information to SDC on a form to be determined by the parties.

#### **XXIV. ARBITRATION AND GRIEVANCE PROCEDURE**

- A. If any grievance or dispute concerning the interpretation or application of this Agreement or a Contract, oral or written, arises between SDC and a Theatre or LORT, the parties agree that a prompt attempt will be made to settle the matter amicably.
- B. If the grievance or dispute is not resolved pursuant to paragraph (A) above, it may be submitted by either party to a Grievance Committee, consisting of up to three (3) representatives of SDC and up to three (3) representatives of LORT. In rendering decisions, SDC's representatives and LORT's representatives shall each cast, in the aggregate, one (1) vote. A decision of the Committee on a

grievance or dispute shall be final and binding on the parties only if there are two (2) concurring votes. If a grievance hearing is not held within thirty (30) days of the request for the hearing, either party may proceed directly to arbitration.

C. Unresolved grievances or disputes concerning the interpretation or application of the provisions of this Agreement or a Contract, oral or written, shall be determined in the following manner:

a. After notice, in writing, to the other party, either party hereto may file a request for arbitration with any one of the following arbitrators:

Howard Edelman

Susan McKenzie

George Nicolau

Bonnie Weinstock

b. If none of the agreed-upon arbitrators is available within sixty (60) days, either party hereto may commence arbitration proceedings utilizing the procedure then in effect of the American Arbitration Association.

c. Arbitration pursuant to this Article XXIV shall be held in the City of New York.

d. Where grievances or disputes are subject to arbitration under this Article, they shall be settled by arbitration in accordance with the laws of the State of New York. Arbitration shall be the sole and exclusive remedy for grievances or disputes which arise under this Agreement or under any Contract, oral or written. The arbitrator shall have the authority to award interest as they shall deem just and proper.

e. Each party shall pay its own expenses of arbitration, but the arbitrator's fees and expenses, if any, shall be paid equally by the parties.

## **XXV. NO STRIKE - NO LOCKOUT**

The parties agree that during the term of this Agreement, the Theatre shall not lock out any Director or Choreographer, and no Director or Choreographer shall engage in any strike, work stoppage, slowdown or concerted or organized curtailment of work for any reason whatever or in any other way interfere with the operation of the business of the Theatre. SDC shall not encourage, permit, induce or cause any Director or Choreographer employed by any member of LORT to engage in any of the foregoing proscribed activities, nor shall SDC participate directly or indirectly in any such proscribed activities.

## **XXVI. LORT MEMBERS**

The Theatres listed in the annexed "Schedule C" are members of LORT and acknowledge their consent to be bound by this Agreement. Pursuant to Article III of "The By-Laws of the League of Resident Theatres," new members of LORT shall also be bound by this Agreement. LORT shall notify SDC in writing of all changes in membership and changes in stages' categories and/or protected status no later than two weeks after LORT receives notification of such change.

## **XXVII. SEPARABILITY**

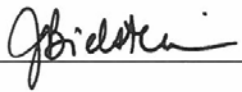
It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency. The parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void or as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of this Agreement shall continue in full force and effect unless the parts so found to be void are not wholly separable from the remaining portions of this Agreement.

## XXVIII. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years, effective the 15th day April, 2017, and terminating the 14th day of April, 2022.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first above written.

League of Resident Theatres

By: 

Date: 8/24/17

Stage Directors and Choreographers Society

By: 

Date: 8/3/2017

## SCHEDULE A - MINIMUM FEE SCHEDULES

The Director's Minimum Fee is reflected in the following charts:

**Effective April 15, 2017 – April 14, 2018**

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	28989	513	3078
A (5 wks, 5 days of employment or less)	23879	417	2502
B+ (5 wks, 2 days of employment or less)	19791	404	2424
B (4 wks, 5 days of employment or less)	16407	391	2346
C-1 (4 wks, 4 days of employment or less)	13493	313	1878
C-2 (4 wks, 4 days of employment or less)	8927	267	1602
D (4 wks, 4 days of employment or less)	7215	195	1170

Effective April 15, 2018 - April 14, 2019

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	30149	534	3204
A (5 wks, 5 days of employment or less)	24357	425	2550
B+ (5 wks, 2 days of employment or less)	20187	412	2472
B (4 wks, 5 days of employment or less)	16735	399	2394
C-1 (4 wks, 4 days of employment or less)	13763	319	1914
C-2 (4 wks, 4 days of employment or less)	9106	272	1632
D (4 wks, 4 days of employment or less)	7359	199	1194



Effective April 15, 2019 - April 14, 2020

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	31355	555	3330
A (5 wks, 5 days of employment or less)	25088	438	2628
B+ (5 wks, 2 days of employment or less)	20793	424	2544
B (4 wks, 5 days of employment or less)	17237	411	2466
C-1 (4 wks, 4 days of employment or less)	14176	329	1974
C-2 (4 wks, 4 days of employment or less)	9379	280	1680
D (4 wks, 4 days of employment or less)	7580	205	1230

Effective April 15, 2020 - April 14, 2021

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	32609	577	3462
A (5 wks, 5 days of employment or less)	25590	447	2682
B+ (5 wks, 2 days of employment or less)	21209	432	2592
B (4 wks, 5 days of employment or less)	17582	419	2514
C-1 (4 wks, 4 days of employment or less)	14460	336	2016
C-2 (4 wks, 4 days of employment or less)	9567	286	1716
D (4 wks, 4 days of employment or less)	7732	209	1254

Effective April 15, 2021 – April 14, 2022

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	33913	600	3600
A (5 wks, 5 days of employment or less)	26358	460	2760
B+ (5 wks, 2 days of employment or less)	21845	445	2670
B (4 wks, 5 days of employment or less)	18109	432	2592
C-1 (4 wks, 4 days of employment or less)	14894	346	2076
C-2 (4 wks, 4 days of employment or less)	9854	295	1770
D (4 wks, 4 days of employment or less)	7964	215	1290

The **Choreographer's** Minimum Fee shall equal seventy-five (75%) percent of the Director's Minimum Fee.

The **Director-Choreographer's** Minimum Fee shall be the sum of the Minimum Fee for a Director and a Choreographer.

The **Short-Term Choreographer's** Minimum Fee for covered **non-musical** productions shall be as follows:

- From 1-10 days of employment – Negotiable fee (No Minimum Fee)
- From 11-20 days of employment – Choreographer's Minimum Fee prorated
- Over 20 days of employment – Choreographer's Minimum Fee

The **Short-Term Choreographer's** Minimum Fee for covered **Musical** productions shall be as follows:

- From 1-6 days of employment – 25% of the Stage's Category Minimum
- From 7-16 days of employment – 50% of the Stage's Category Minimum
- Over 16 days of employment – Choreographer's Minimum Fee

## SCHEDULE B - SAMPLE PRORATING CALCULATIONS

(BASED ON 2017 RATES)

### I. ORIGINAL PRORATED CONTRACTUAL WEEKLY FEE

Formula: Divide the original contractual fee by the number of rehearsal weeks (including additional rehearsal days, if any to get the weekly rate. To obtain the daily rate, divide the result of the foregoing computation by six (6).

Example: Director negotiated a \$12,000 fee. If the Director is employed

4 weeks	$\$12,000 \div 4$ $3,000 \div 6$	= \$3,000/wkly rate; then = \$500/daily rate
4 weeks + 1 or 2 days	$\$12,000 \div 4$ $3,000 \div 6$	= \$3,000/wkly rate; then = \$500/daily rate
4 weeks + 3 or 4 days	$\$12,000 \div 4.5$ $2,667 \div 6$	= \$2,667/wkly rate; then = \$445/daily rate
4 weeks + 5 or 6 days	$\$12,000 \div 5$ $2,400 \div 6$	= \$2,400/wkly rate; then = \$400/daily rate

### II. STAGE'S PRORATED CATEGORY MINIMUM WEEKLY FEE

Formula: Divide the stage's minimum fee by the minimum weeks of employment for that category.

Stage's Category	Minimum Fee for Category	÷Minimum Weeks of Employment	STAGE'S PRORATED CATEGORY MINIMUM WEEKLY FEE
A+	\$28989	6	\$4832
A	\$23879	6	\$3980
B+	\$19791	5	\$3958
B	\$16407	5	\$3281
C-1	\$13493	4.5	\$2998
C-2	\$8927	4.5	\$1984
D	\$7215	4.5	\$1603

To compute the stage's prorated category minimum daily fee, divide the above category minimum weekly fee by six (6).

### III. RECOGNITION PAYMENT

Formula: For each performance, beginning with the first performance of the extended activity, calculate one-eighth (1/8) of thirty (30%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater.

Example: Director negotiated an \$18,000 fee at a category "B" stage for 6 weeks of employment.

Choose the greater of the following two:

Original Prorated Contractual Wkly Fee:	$\$18,000 \div 6 = \$3,000$
Stage's Prorated Category Minimum Wkly Fee:	$\$16,407 \div 5 = \$3,281$

Calculate as follows:

$\$3,281 \times 30\% = \$984 \div 8 = \$123$

RECOGNITION PAYMENT = \$123 for each performance

See Article X for Pension and Health requirements on recognition payments.

ROUNDING OFF: Any payments made hereunder shall be rounded off on the final figure only to the nearest dollar amount. Example: \$5.49 and below shall be rounded off to the lower amount of \$5.00. \$5.50 and above shall be rounded off to the higher amount of \$6.00.

### IV. STAGE'S PRORATED HEALTH PAYMENT

Formula: To calculate the health payments on tours and for replacement Directors and/or Choreographers for revivals and transfers, divide the stage's required health payment by the category minimum number of rehearsal weeks to get the weekly rate. To obtain the daily rate, divide the result of the foregoing computation by six (6).

Example: Director rehearses revival for category B stage  
B health payment is \$1,797  
For weekly rate:  $\$1,797 \div 5 = \$359.40$   
For daily rate:  $\$359.40 \div 6 = \$59.90$

## SCHEDULE C

### LORT MEMBERS AND STAGE CATEGORIES

(Protected Theatres shall be those deemed  
Protected by Agreement between LORT and AEA.)

LORT THEATRE	Mainstage (bold) Second Stage
ACT Theatre	<b>Allen Arena Theatre: C-2</b> <b>Falls Thrust Theatre: D</b>
Actors Theatre of Louisville	<b>Pamela Brown Auditorium: B</b> Bingham Theatre: D Victory Jory Theatre: D
Alabama Shakespeare Festival	<b>The Festival Stage: D</b> The Octagon Stage: D
Alley Theatre	<b>Patricia Peckinpaugh Hubbard Theatre: B</b> Hugo V. Neuhaus Theatre: C-2
Alliance Theatre	<b>Alliance Stage: B</b> Hertz Stage: D
American Conservatory Theater	<b>Geary Theater: A</b> Strand Theater: C-2
American Repertory Theatre	<b>Loeb Drama Center: B</b> Oberon Theatre: D
Arden Theatre Company	<b>F. Otto Haas Stage: C-2</b> Arcadia Stage: D
Arena Stage	<b>Fichandler Stage: B+</b> Kreeger Theater: B Kogod Cradle: D
Arizona Theatre Company	<b>Alice Holsclaw Theatre: B</b> <b>Herberger Center Stage: B</b> <b>Stage West: B</b> Modified Space: D
Arkansas Repertory Theatre	<b>Cindy Murphy Auditorium: D</b>
Artists Repertory Theatre	<b>Alder Stage: D</b> Morrison Stage: D
Asolo Theatre Company	<b>Mertz Theatre: B</b> Cook Theatre: D Historic Asolo: D
Baltimore Center Stage	<b>Pearlstone Theater: B</b> Head Theater: D
Barter Theatre	<b>Gilliam Stage: D</b> Stage II: D
Berkeley Repertory Theatre	<b>Peet's Theatre: B</b> Roda Theatre: B
Capital Repertory Theatre	<b>Capital Repertory Theatre: D</b>

LORT THEATRE	Mainstage (bold) Second Stage
Center Theatre Group	<b>Anhamson Theatre: A</b> <b>Mark Taper Forum: A</b> Kirk Douglas Theatre: D
The Cincinnati Playhouse in the Park	<b>Robert S. Marx Theatre: B</b> Thompson Shelterhouse Theatre: D
City Theatre Company	<b>Mainstage: D</b> Lester Hamburg Studio Theatre: D
Clarence Brown Theatre Company	<b>Clarence Brown Theatre: D</b> Ula Love Doughty Carousel Theatre: D
Cleveland Play House	<b>Allen Theatre: B</b> Outcult Theatre: C-1 Rosenfeld Lewis Lab Theatre: D
Court Theatre	<b>Abelson Auditorium: D</b>
Dallas Theater Center	<b>Kalita Humphreys Theater: B</b> Potter Rose Performance Hall: B Wyly Studio: D Black Box: D
Delaware Theatre Company	<b>Delaware Theatre: D</b>
Denver Center Theatre Company	<b>The Stage Theatre: B</b> The Space Theatre: C-2 The Ricketson Theatre: D Buell Theatre: B+
Florida Studio Theatre	<b>Keating Mainstage: D</b> Gompertz Theatre: D Keating 2nd Stage: D
Ford's Theatre	<b>Ford's Theatre: B</b>
Geffen Playhouse	<b>Gil Cates Theater: B</b> Audrey Skirball Kenis Theater: D
George Street Playhouse	<b>Mainstage: C-2</b>
Geva Theatre Center	<b>Elaine P. Wilson Mainstage: B</b> Ron and Donna Fielding Nextstage: D
The Goodman Theatre	<b>Albert Ivar Goodman Theatre: B+</b> Owen Bruner Goodman Theatre: D
Goodspeed Musicals	<b>Goodspeed Opera House: B</b> Norma Terris Theatre: D
Great Lakes Theater Festival	<b>Hanna Theatre: C-1</b> Ohio Theatre: B
The Guthrie Theater	<b>Wurtele Thrust Stage: A</b> McGuire Proscenium Stage: B Dowling Studio: D
Hartford Stage Company	<b>John W. Huntington Theatre: B</b>



LORT THEATRE	Mainstage (bold) Second Stage
Huntington Theatre Company	<b>Huntington Avenue Theatre: B+</b> Virginia Wimberly Theatre: C-2 Roberts Studio: C-2
Indiana Repertory Theatre	<b>Mainstage: C-1</b> Upperstage: D
Kansas City Repertory Theatre	<b>Helen F. Spencer Theatre: B</b> Copaken Stage: D
Laguna Playhouse	<b>Moulton Theatre: C-2</b>
La Jolla Playhouse	<b>Mandell Weiss Theatre: B</b> Potiker Theatre: C-2 Mandell Weiss Forum: C-2
Lincoln Center Theater	<b>Vivian Beaumont Theater: A+</b> Mitzi E. Newhouse Theater: B Claire Tow Theater: C
Long Wharf Theatre	<b>Claire Tow Stage: B</b> Stage II: D
Maltz Jupiter Theatre	<b>Mainstage: B</b>
Manhattan Theatre Club	<b>Samuel J. Friedman Theatre: A+</b> City Center Stage I: B City Center Stage II: D
Marin Theatre Company	<b>Herb and Grace Boyer Theatre: D</b>
McCarter Theatre	<b>Matthews Theatre: B+</b> Berlind Theatre: C-2
Merrimack Repertory Theatre	<b>Nancy Donahue Stage: D</b>
Milwaukee Repertory Theater	<b>Quadracci Powerhouse Theater: B</b> Pabst Theater: A Stackner Cabaret: D Stiemke Theater: D
Northlight Theatre	<b>Northlight Theatre: C-2</b>
The Old Globe	<b>Old Globe Theatre: B+</b> Lowell Davies Festival Theatre: B Sheryl and Harvey White Theatre: C -2
Pasadena Playhouse	<b>Pasadena Playhouse: B</b>
People's Light	<b>Hass Stage: D</b> Steinbright Stage: D
The Philadelphia Theatre Company	<b>Suzanne Roberts Theatre: C-2</b>
Pittsburgh Public Theater	<b>Anthony J. O'Reilly Theater: C-1</b>
PlayMakers Repertory Company	<b>Paul Green Theatre: D</b> Kenan Theatre: D

LORT THEATRE	Mainstage (bold) Second Stage
Portland Center Stage	<b>U.S. Bank Main Stage: B</b> Ellyn Bye Studio: D
Portland Stage Company	<b>Portland Stage Company: D</b> Studio Theatre: D
The Repertory Theatre of St. Louis	<b>Mainstage: B</b> Studio Theatre: D
Roundabout Theatre Company	<b>American Airlines Theatre: A+</b> <b>Studio 54: A+</b> <b>Stephen Sondheim Theatre: A+</b> Laura Pels Theatre: B
Round House Theatre	<b>Bethesda: D</b>
Seattle Repertory Theatre	<b>Bagley Wright Theatre: B</b> Leo Kreielsheimer Theatre: D
Shakespeare Theatre Company	<b>The Lansburgh: B</b> Harman Hall: B+
Signature Theatre Company	<b>MAX Theatre: C-2</b> ARK Theatre: D
South Coast Repertory	<b>Seegerstrom Stage: B</b> Argyros Stage: D
Syracuse Stage	<b>Archbold Theatre: C-1</b> Storch Theatre: D
Theatre For A New Audience	<b>Samuel H. Scripps Mainstage: C-2</b>
TheatreWorks	<b>Mountain View Center: B</b> Lucie Stern Theatre: C-2
Trinity Repertory Company	<b>Chace Theater: C-1</b> Dowling Theater: D
Two River Theater Company	<b>Rechnitz Theatre: D</b> Marion Huber Stage: D
The Wilma Theater	<b>The Wilma Theater: D</b>
Yale Repertory Theatre	<b>Yale Repertory Theatre: D</b> University Theatre: D

# SCHEDULE D SDC/LORT FORM CONTRACT



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TEL: 212.391.1070 FAX: 212.302.6195  
www.SDCweb.org

This contract must be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this contract and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer.

The following constitutes our agreement:

1. This contract is subject to all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the League of Resident Theatres (LORT), effective April 15, 2017, or its successor Agreement, and binds the Theatre to its terms for the duration of said Agreement.
2. The Theatre, \_\_\_\_\_, LORT stage category \_\_\_\_\_, hereby engages the services of \_\_\_\_\_ as --select one-- \_\_\_\_\_ and you accept such engagement with respect to the Production \_\_\_\_\_. Your services shall be rendered during rehearsals of the Production from \_\_\_\_\_ through \_\_\_\_\_. The Production shall be performed through \_\_\_\_\_.  
(starting date) (opening performance) (final performance)
3. In consideration of full and timely performance by you hereunder, the Theatre agrees to compensate you as follows:

**SALARY/FEE AND PAYMENT SCHEDULE:**

A Salary of	\$ _____	(at \$ _____	per week _____	for weeks)
A Fee of	\$ _____	Fee Schedule:	\$ _____	upon signing this contract
			\$ _____	upon first day of rehearsal
			\$ _____	upon first day of the last week of rehearsal

The Theatre is authorized to send compensation to:

\_\_\_\_\_

\_\_\_\_\_

**4. EFFECTIVE FOR SDC MEMBERS ONLY:**

Effective immediately, the undersigned assigns to the SDC, two and one-half percent (2 1/2 %) of all monies earned and to be earned as Director and/or Choreographer of the above-named Production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Production.

**5. RIDERS: (Attach additional riders to each copy of this contract.)**

Accepted:  
DIRECTOR/CHOREOGRAPHER  
\_\_\_\_\_  
(Signature)  
Please type name \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email address \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Member of SDC in Good Standing: yes \_\_\_\_\_ no \_\_\_\_\_

Theatre must sign contract first.  
THEATRE \_\_\_\_\_  
By \_\_\_\_\_  
(Signature)  
Please type name \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email address \_\_\_\_\_  
Employer Registration No. \_\_\_\_\_  
(for Unemployment Insurance)

# SCHEDULE E EXTENDED ACTIVITY FORM CONTRACT

## SDC-LORT Extended Activity Form

This form is to be submitted by the Theatre responsible for payment prior to the extended activity.  
Mail and fax to SDC, 321 W 44th Street, Suite 804 New York, NY 10036-5477.  
(Refer to schedule B for calculations)

<b>THEATRE SUBMITTING FORM:</b> _____		
<b>A</b> Original Production	Originating Theatre: _____ Category: _____ Name of Play/Musical: _____ Name of Director/Choreographer/Director-Choreographer: _____ First Reh: _____ Opening: _____ Closing: _____ Original Fee: \$_____	
<b>B</b> Type of Extended Activity (choose one)	<input type="checkbox"/> <b>POST OPENING/BRUSH-UP WORK (Article VII. J. and K.)</b> Dates Worked: _____ Post Opening/Brush-Up Payment: \$_____	
	<input type="checkbox"/> <b>REVIVAL (Article XI. A.)</b> Revival Type (check one): <input type="checkbox"/> Revival in same season <input type="checkbox"/> Revival in subsequent season Revival Rehearsal Period: _____ through _____ Closing Date _____ # of perfs _____ Revival Fee Due: \$_____	
	<input type="checkbox"/> <b>EXTENSION (Article XI. B.)</b> Extension Rehearsal Period (if any): _____ through _____ Extension Reh. Fee Due: \$_____	
	<u>Extension Performance Information and Payment Type/Amount (choose one):</u> Extension Perf. Period: _____ through _____ Total Number of Extended Performances: _____ <input checked="" type="radio"/> Recognition Payment Due (if calculated Per Article XI. B.) \$ _____ <input type="radio"/> Recognition Payment Per Week (if negotiated higher than calculations above) \$ _____ <input type="radio"/> Recognition Payment Percentage (if negotiated as a % of gross-must exceed calculations above) \$ _____	
	<input type="checkbox"/> <b>TRANSFERS (Article XII.)</b> <input checked="" type="radio"/> FROM Transferor Theatre: Category _____ First Reh. _____ Opening Perf. _____ Closing Perf. _____ No. of Reh Days _____ <input type="radio"/> TO Transferee Theatre(s): Category _____ First Reh. _____ Opening Perf. _____ Closing Perf. _____ No. of Reh Days _____ PAYMENT DUE: <input type="checkbox"/> Transfer Rehearsal Payment \$_____ <del>OR</del> <input type="checkbox"/> Transfer Recognition Payment \$_____	
	<input type="checkbox"/> <b>TOURS (Article XI. C.)</b> Was the Director/Choreographer/Director-Choreographer notified in writing prior to the original contract? <input type="checkbox"/> Yes <input type="checkbox"/> No Tour Reh. Period: _____ through _____ Tour Reh. Payment Due: \$_____	
	<input type="checkbox"/> <b>ELECTRONIC REPRODUCTION AND/OR TRANSMISSION (Article XVI.)</b> Electronic Reproduction and/or Transmission Payment Due (no less than original fee shown in Section A) \$_____	
<b>C</b> Signatures (must be signed by both par- ties)	_____ Director/Choreographer/Director-Choreographer Social Security Number _____ Date _____ _____ Managing Director/General Manager Theatre Date _____	

**THEATRE WILL BE BILLED BY SDC FOR APPLICABLE PENSION AND HEALTH CONTRIBUTIONS**

rev. 6/20/17

SCHEDULE F  
SDC LOGO



The Director is a member of the **STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY**, a national theatrical labor union.



The Choreographer is a member of the **STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY**, a national theatrical labor union.



The Director-Choreographer is a member of the **STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY**, a national theatrical labor union.



The Director and Choreographer are members of the **STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY**, a national theatrical labor union.

# SCHEDULE G SDC/LORT OPEN CONTRACT (LOC)

## LORT Open Contract

This LORT Open Contract ("LOC") must be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this LOC and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer.

The following constitutes our agreement:

- Except as otherwise provided herein at Sections 3 and 4, this LOC is subject to all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the League of Resident Theatres (LORT), effective April 15, 2017:
- The Theatre, \_\_\_\_\_, hereby engages the services of \_\_\_\_\_ as  
 --select one-- \_\_\_\_\_ and you accept such engagement with respect to the Production \_\_\_\_\_  
 to be performed at (name of stage) \_\_\_\_\_. Your services shall be rendered  
 during rehearsals of the Production from \_\_\_\_\_ through \_\_\_\_\_. The Production shall  
 be performed through \_\_\_\_\_ (starting date) through \_\_\_\_\_ (opening performance)  
 \_\_\_\_\_ (final performance)
- In consideration of full and timely performance by you hereunder, the Theatre agrees to compensate you as follows:

**SALARY/FEE AND PAYMENT SCHEDULE:**

A Salary of \$ \_\_\_\_\_ (at \$ \_\_\_\_\_ per week for \_\_\_\_\_ weeks)  
 A Fee of \$ \_\_\_\_\_ Fee Schedule: \$ \_\_\_\_\_ upon signing this contract  
 \$ \_\_\_\_\_ upon first day of rehearsal  
 \$ \_\_\_\_\_ upon first day of the last week of rehearsal

The Theatre is authorized to send compensation to: \_\_\_\_\_  
 \_\_\_\_\_

**4. PENSION/HEALTH CONTRIBUTIONS**

Contribution to SDC/League Pension Fund:	8% of Salary/Fee above.				
Contribution to SDC/League Health Fund:	4/15/17	4/15/18	4/15/19	4/15/20	4/15/21
	\$867	\$910	\$956	\$1,004	\$1,054
For Short-Term Choreography for Non-Musicals:	50% of the above-stated Health contribution				

**5. EFFECTIVE FOR SDC MEMBERS ONLY:**

Effective immediately, the undersigned assigns to the SDC, two and one-half percent (2 1/2 %) of all monies earned and to be earned as Director and/or Choreographer of the above-named Production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Production.

**6. RIDERS:** (Attach additional riders to each copy of this LOC.)

Accepted: DIRECTOR/CHOREOGRAPHER _____ (Signature) _____ Please type name Date _____ Address _____ _____ Zip _____ Phone _____ Email Address _____ Social Security No. _____ Member of SDC in Good Standing: yes _____ no _____	Theatre must sign LOC first. THEATRE _____ By _____ (Signature) _____ Please type name Date _____ Address _____ _____ Zip _____ Phone _____ Email Address _____ Employer Registration No. _____ (for Unemployment Insurance)
---	--



Revised 6/2017

--select one--

321 W 44th Street, Suite 804  
 New York, NY 10036-5477  
 TEL: 212.391.1070 FAX: 212.302.6195  
 www.SDCweb.org

# SCHEDULE H SDC/LORT FORM FOR WORKSHOPS, EXPERIMENTAL PRODUCTIONS, AND READINGS

## LORT Form for Workshops, Experimental Productions, and Readings

In the case of any workshop productions, experimental productions, or readings (the Project) for which an SDC member is employed for more than fourteen (14) days, the Theatre shall file this Form. The Form should be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this Form and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer.

The following constitutes our agreement:

- The Theatre, \_\_\_\_\_, hereby engages the services of \_\_\_\_\_ as  
 --select one-- \_\_\_\_\_ and you accept such engagement with respect to the Project  
 \_\_\_\_\_ to be performed at (name of stage) \_\_\_\_\_. Your services shall be rendered from  
 \_\_\_\_\_ through \_\_\_\_\_. The Production shall be performed through \_\_\_\_\_.  
(starting date) (opening performance) (final performance)
- In consideration of full and timely performance by you hereunder, the Theatre agrees to compensate you as follows:

Compensation: \$ \_\_\_\_\_

The Theatre is authorized to send compensation to:

\_\_\_\_\_  
 \_\_\_\_\_

Contribution to SDC/League Pension Fund: 8% of Compensation indicated above.  
 Contribution to SDC/League Health Fund: 50% of LOC rate

- EFFECTIVE FOR SDC MEMBERS ONLY:

Effective immediately, the undersigned assigns to the SDC, two and one-half percent (2 1/2 %) of all monies earned and to be earned as Director and/or Choreographer of the above-named Project and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Project.

- RIDERS: (Attach additional riders to each copy of this Form.)

Accepted:  
 DIRECTOR/CHOREOGRAPHER  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 Please type name  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Member of SDC in Good Standing: yes  no

Theatre must sign Form first.  
 THEATRE \_\_\_\_\_  
 By \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 Please type name  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Employer Registration No. \_\_\_\_\_  
 (for Unemployment Insurance)



321 W 44th Street, Suite 804  
 New York, NY 10036-5477  
 TEL: 212.391.1070 FAX: 212.302.6195  
 www.SDCweb.org

--select one--

rev. 6/20/17

SCHEDULE I  
DEVELOPMENTAL WORK CONTRIBUTIONS FORM

SDC-LORT Developmental Work  
Pension & Health Contribution Report

This form is to be submitted by the Theatre responsible for payment prior to the developmental work:  
Mail and fax or email to SDC, 321 W44th Street, Suite 804 New York, NY 10036-5477; FAX: 212.302.6195  
(Refer to Article IV.C.1 for calculations)

Theatre Submitting Form: _____	
Name of Project: _____	
SDC Member: _____	
Please check one of the following:	
<input type="checkbox"/> Director	<input type="checkbox"/> Choreographer
<input type="checkbox"/> Director/Choreographer	
First Day Worked: _____	Final Day Worked: _____
Total # of Days Worked: _____	
Total Contribution Due to SDC/League Pension & Health Funds: _____	
As of 4/15/2017: Calculated at rate of \$25 per day worked	
As of 4/15/2019: Calculated at rate of \$30 per day worked	
Actors engaged pursuant to:	
<input type="checkbox"/> LORT-AEA Stage Reading Guidelines	
<input type="checkbox"/> LORT-AEA Casual Employment Rider	
<input type="checkbox"/> LORT-AEA Experimental Theatre Contract	
<input type="checkbox"/> Other LORT-AEA developmental work contract: _____	
_____ Theatre Signature	_____ Date
_____ Print Name	

DEVELOPMENTAL WORK CONTRIBUTIONS SHALL BE DUE IN FULL  
NO LATER THAN TWO WEEKS AFTER THE FINAL DAY WORKED



Updated 6/20/2017

321 W 44th Street, Suite 804  
New York, NY 10036-5477  
TEL: 212.391.1070 FAX: 212.302.6195  
www.SDCweb.org



**SCHEDULE J**  
**SDC/LORT FIGHT CHOREOGRAPHER FORM**



321 W 44<sup>th</sup> Street Suite 804  
New York, NY 10036  
TEL: 212.391.1070 FAX: 212.302.6195  
www.SDCweb.org

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**LORT Fight Choreographer Form**

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This form must be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Fight Choreographer each must file one copy of this form and any riders with SDC. Each party may retain one copy. One copy is for the agent or attorney of the Fight Choreographer.

---

1. This agreement is entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the Theatre) and \_\_\_\_\_, engaged as Fight Choreographer, with respect to the production of \_\_\_\_\_ (the Play). Services will be/have been rendered from \_\_\_\_\_ through \_\_\_\_\_.  
(starting date) (final performance)
2. Compensation for the Fight Choreographer is: \$ \_\_\_\_\_
3. Enclosed herewith is a contribution to the SDC/League Pension and Health Funds:  
Total Pension contribution (8% of Compensation): \$ \_\_\_\_\_  
Total Health contribution (8% of Compensation): \$ \_\_\_\_\_
4. BILLING: The Fight Choreographer shall receive billing as follows: "Fight Choreography by \_\_\_\_\_" or such other billing as agreed between the Fight Choreographer and the Theatre.
5. PROPERTY RIGHTS: All rights in and to any fight choreography created by the Fight Choreographer in the course of the rendition of the Fight Choreographer's services hereunder shall be, upon its creation and will remain, the sole and exclusive property of the Fight Choreographer; it being understood, however, that the Theatre shall have a perpetual and irrevocable license to use such property in the stage production of the Play covered under the terms of this agreement. Any additional use not covered hereunder shall be subject to further agreement between the Theatre and the Fight Choreographer. The Fight Choreographer reserves the right to copyright their fight choreography.
6. ARBITRATION: Any dispute hereunder shall be resolved pursuant to arbitration per Article XXIV of the SDC/LORT Agreement.
7. Effective immediately, the undersigned assigns to SDC two and one-half percent (2 1/2 %) of all monies earned and to be earned as Fight Choreographer of the above-named Production and authorizes and directs the Theatre to deduct such amounts and remit same to SDC. This assignment shall be irrevocable for the term of the above-named Production.
8. RIDERS: (Attach additional riders to each copy of this form.)

---

Accepted:  
FIGHT CHOREOGRAPHER  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Please type name  
Date \_\_\_\_\_

---

Theatre must sign Form first.  
THEATRE  
By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Please type name  
Date \_\_\_\_\_

Revised 6/19/17

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## LORT A+ THEATRE RIDER

### A. Caps

Productions of an A+ Theatre at an A+ category stage which extend beyond certain periods, hereinafter referred to as "Caps," shall be subject to the terms set forth below. The Caps shall be defined for each A+ Theatre as follows:

Lincoln Center Theater – The originally scheduled number of performances for the production.

Roundabout Theatre Company – For a musical: 18 weeks; for a play: 15 weeks; for a production at "Studio 54": 12 weeks; and for a production at the Stephen Sondheim Theatre: 12 weeks.

Manhattan Theatre Club – At the Samuel J. Friedman Theatre: 16 weeks and 10 weeks at any other A+ category stage.

### B. Extensions

In the event that a production of an A+ Theatre at an A+ category stage extends beyond the applicable Cap, the A+ Theatre shall pay to the Director, Choreographer, and/or Director-Choreographer of such production royalties as provided for in the effective collective bargaining agreement between the SDC and The League of American Theatre and Producers, Inc. (the "Broadway Agreement") for the period beyond the applicable Cap, and Pension and Health Fund contributions as follows:

Health: The weekly amount specified in the effective Broadway Agreement for each week beyond the Cap; and

Pension: The weekly amount specified in the effective Broadway Agreement for each week beyond the Cap.

### C. Tours Within LORT

In the event that an A+ Theatre tours a production from an A+ stage to another LORT Theatre, the Director, Choreographer and/or Director-Choreographer shall be paid royalties pursuant to the effective Broadway Agreement and Pension and Health Fund

contributions pursuant to Section B above, commencing with the first paid public performance at the other LORT Theatre.

D. Transfers Within or Into LORT

1. When an A+ Theatre transfers a production from one of its stages which is not an A+ stage to an A+ stage and the production is not offered to subscribers or members as part of the Theatre's scheduled season or series, royalties under the effective Broadway Agreement shall be payable commencing upon the first paid public performance on the A+ stage. If any additional work is required from the Director, Choreographer and/or Director-Choreographer for such transfer, the Theatre shall pay the greater of (a) the contractual fee for the first production, prorated for the period of work required; or (b) the minimum fee for the A+ stage production, prorated for the period of work required.
2. When an A+ Theatre transfers a production from one of its stages that is not an A+ stage to an A+ stage and the production is offered to subscribers or members as part of the Theatre's scheduled season or series, the Theatre may elect one of the following options:
  - a. Pay the full contractual fee for the A+ stage, in which case no royalty shall be payable until after the applicable Cap; or
  - b. Pay for any additional rehearsals required for the transfer as provided at Section D(1) above, and royalties under the effective Broadway Agreement shall commence upon the first paid public performance on the A+ stage.
3. In the case of a transfer within or into LORT, where the transferee Theatre produces the subsequent production, the applicable provisions of Article XII of the SDC/LORT Agreement shall be effective. Rehearsals and previews shall be included in "days of rehearsal," provided the Director, Choreographer and/or Director-Choreographer is in attendance.



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**Executive Director**  
 Laura Penn

June 28, 2017  
 League of Resident Theatres  
 c/o Harry H. Weintraub, Esq.  
 Glick and Weintraub, P.C.  
 1501 Broadway, Suite 1801  
 New York, NY 10036-5503

**RE: LORT-SDC "Protected" Theatres**

Ladies and Gentlemen:

This letter sets forth our understanding with respect to the identification of, protection afforded to, and duration of protection for Theatres which meet the criteria for "Protected" Theatre status.

1. The members of LORT hereinafter set forth are designated, as of today's date, "Protected" Theatres by LORT and Actors' Equity Association ("AEA") and shall be so designated by LORT and SDC for the periods for which they are so designated by LORT and AEA. The "Protected" Theatres shall receive certain concessions described in section 3 below for those periods.

Should any LORT Theatre, other than those listed below, be designated by LORT and AEA during the term of the SDC-LORT Agreement a "Protected" Theatre, such Theatre shall receive the concessions described in section 3 below for the period for which it is designated "Protected" by LORT and AEA, subject to the conditions set forth in section 2 below.

The following is a list of the LORT Theatres that qualify for "Protected" status:

Theatre	Last day of protection pending review of next year's documents
ACT Theatre	08/12/18
Asolo Theatre	01/21/18
Barter Theatre	08/12/18
Capital Repertory	08/12/18
Northlight Theatre	01/21/18
Trinity Repertory	12/17/17

2. LORT shall notify SDC in writing of all changes in "Protected" status no later than two weeks after LORT receives notification of such change(s).

3. During the term of this Side Letter, a "Protected" Theatre shall receive the following concessions from SDC:

- a "Protected" "A" or "B+" stage shall receive a 5% reduction in fees;
- a "Protected" "B" or "C-1" stage shall receive a 10% reduction in fees; and
- a "Protected" "C-2" or "D" stage shall receive a 15% reduction in fees.

These reductions shall apply only to the fees set forth at Schedule A of the SDC-LORT Agreement.

4. This Side Letter shall become effective at 12:01 a.m. on April 15, 2017 and shall expire at 11:59 p.m. April 14, 2022; however, should a member of LORT use the concessions described in paragraph 3 above for a production which commences shortly before the expiration of this Side Letter on April 14, 2022, no more than 50% of the rehearsal weeks of that production may extend beyond April 14, 2022.

Sincerely,

Stage Directors and Choreographers Society

By: 

Agreed to and Accepted:

League of Resident Theatres

By: 